

The interest of Lessor under this Lease Supplement is subject to a security interest

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RECORDATION NO. \_\_\_\_\_ Filed & Recorded

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LEASE SUPPLEMENT NO. 2

INTERSTATE COMMERCE COMMISSION

THIS LEASE SUPPLEMENT NO. 2, dated December 7, 1973, is entered into between Trans Union Leasing Corporation, a Delaware corporation ("Lessor") and Dow Badische Company, a Delaware corporation ("Lessee") with reference to the following:

A. Lessor and Lessee entered into a certain Equipment Lease Agreement dated as of November 1, 1973 (as supplemented and amended from time to time, herein called the "lease Agreement", the defined terms therein being used herein with the same meanings), which Lease Agreement provides in Section 1 thereof for the execution of a Lease Supplement substantially in the form hereof for the purpose of leasing specific Equipment under the Lease Agreement on the Payment Date therefor.

B. A counterpart of the Lease Agreement is attached hereto and made a part hereof for purposes of filing with the Interstate Commerce Commission ("ICC") as one document pursuant to Section 20c of the Interstate Commerce Act.

C. The Equipment referred to below is acceptable to Lessee, and Lessee desires to accept such Equipment under the Lease Agreement.

NOW THEREFORE, in consideration of the premises and the other good and sufficient consideration, and pursuant to Section 1 of the Lease Agreement, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease Agreement, as herein supplemented, the Equipment described in the Schedule hereto (the "Delivered Equipment").

2. The Payment Date for the Delivered Equipment is the date of this Lease Supplement.

3. Lessor's Cost for the Delivered Equipment is \$273,700.00, and Lessor's Cost for each Item thereof is set forth in the Schedule hereto.

4. The Term for the Delivered Equipment shall be fifteen (15) years, commencing on December 7, 1973 and continuing until December 6, 1988.

5. Lessee hereby agrees to pay Basic Rent for the Delivered Equipment with respect to the Term therefor in sixty (60) consecutive quarterly installments, each in the amount of \$6,565.30, the first of which shall be due on March 7, 1974 and the remaining fifty-nine (59) of which shall be due on each of the next fifty-nine Lease Rental Dates (June 7, September 7, December 7 and March 7) for such Equipment. Each such Basic Rent payment shall cover, and shall be deemed paid for, the Lease Quarterly Period preceding the Lease Rental Date on which such payment is due.

6. Lessee hereby confirms to Lessor that the Delivered Equipment has been duly marked in accordance with the terms of Section 8 of the Lease Agreement and that Lessee has accepted the Delivered Equipment for all purposes hereof

and of the Lease Agreement as being in accordance with specifications, in good working order and repair and without defect or inherent vice in title, condition, design, operation or fitness for use, whether or not discoverable by Lessee as of the date hereof, and free of all liens, encumbrances and claims of others except as permitted under the first sentence of Section 6 of the Lease; provided that nothing contained herein or in the Lease Agreement shall in any way diminish or otherwise affect any right Lessee or Lessor may have with respect to the Delivered Equipment against any Vendor or any subcontractor or supplier of any Vendor, under the Acquisition Agreements or otherwise.

7. All of the provisions of the Lease Agreement are hereby incorporated by reference in this Lease Supplement, on and as of the date hereof, to the same extent as if fully set forth herein.

8. This Lease Supplement is being delivered in the State of Illinois and shall in all respects be governed by, and construed in accordance with, the laws of the State of Illinois, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have  
caused this Lease Supplement to be duly executed as of the  
day and year first above written.

LESSOR

TRANS UNION LEASING CORPORATION

ATTEST: (seal)

BY

*[Signature]*  
ASST. SECRETARY

BY

*[Signature]*  
PRESIDENT

LESSEE

DOW BADISCHE COMPANY

ATTEST: (seal)

BY

*[Signature]*

BY

*[Signature]*

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.:

On this 27<sup>th</sup> day of DECEMBER, 1973, before me personally appeared R. D. RINGS, to me personally known, who, being by me duly sworn, says that he is a PRESIDENT of TRANS UNION LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Melvin W. Helford

Notary Public

[Notarial Seal]

My Commission expires 8/6/76.

COMMONWEALTH OF VIRGINIA )  
CITY OF WILLIAMSBURG ) ss.:

On this 1<sup>st</sup> day of December, 1973, before me personally appeared J. B. Russell, to me personally known, who, being by me duly sworn, says that he is a Financial Vice President of DOW BADISCHE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sarah B. Russell

Notary Public

[Notarial Seal]

My Commission expires August 5, 1977.

SCHEDULE TO LEASE  
SUPPLEMENT NO. 2

DELIVERED EQUIPMENT

<u>Description</u>	<u>AAR Reporting Marks</u>	<u>Quantity</u>	<u>Lessor's Cost (Per Item)</u>	<u>Lessor's Cost (Total)</u>
100 ton roller- bearing CF 5250 Center Flow covered hopper cars manufactured by ACF Industries Inc.	DBCX 301 - 307 inclu- sive	7	\$39,100.00	\$273,700.00